

A. Settlement Statement		U.S. Department of Housing and Urban Development		OMB No. 2502-0265
B. Type of Loan		6. File Number 24-5-6443	7. Loan Number ID:	8. Mortg. Ins. Case Num.
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. NAME OF BORROWER:		Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship Address of Borrower: 247 E. Rivo Alto Drive, Miami Beach, Florida 33139, 247 E. Rivo Alto Drive, Miami, Florida 331		
E. NAME OF SELLER:		Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023 Address of Seller: 125 Park Avenue, 7th Floor, New York, New York 10017 TIN: [REDACTED] 8246		
F. NAME OF LENDER:		Address of Lender:		
G. PROPERTY LOCATION:		247 E. Rivo Alto Drive, Miami Beach, Florida 33139		
H. SETTLEMENT AGENT:		Pineiro Byrd PLLC	TIN: [REDACTED] 7922	Place of Settlement: 4600 Military Trail, Suite 212, Jupiter, Florida 33458 Phone: 561-799-9280
I. SETTLEMENT DATE:		6/5/24	DISBURSEMENT DATE: 6/5/24	
<b>J. Summary of borrower's transaction</b>		<b>K. Summary of seller's transaction</b>		
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>		
101. Contract sales price	14,500,000.00	401. Contract sales price	14,500,000.00	
102. Personal property	700,000.00	402. Personal property	700,000.00	
103. Settlement charges to borrower (Line 1400)	19,011.75	403.		
104.		404.		
105.		405.		
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>		
106. City/town taxes		406. City/town taxes		
107. County taxes		407. County taxes		
108. Assessments		408. Assessments		
109.		409.		
110.		410.		
111.		411.		
112.		412.		
<b>120. Gross amount due from borrower:</b>	15,219,011.75	<b>420. Gross amount due to seller:</b>	15,200,000.00	
<b>200. Amounts paid or in behalf of borrower:</b>		<b>500. Reductions in amount due to seller:</b>		
201. Deposit or earnest money	1,900,000.00	501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	823,664.75	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	8,260,524.81	
205.		505. Payoff of second mortgage loan		
206.		506. Deposits held by seller		
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller		
208.		508.		
209. Seller credit	10,000.00	509. Seller credit	10,000.00	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>		
210. City/town taxes		510. City/town taxes		
211. County taxes from 01/01/24 to 06/05/24	97,210.29	511. County taxes from 01/01/24 to 06/05/24	97,210.29	
212. Assessments		512. Assessments		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
<b>220. Total paid by/for borrower:</b>	2,007,210.29	<b>520. Total reductions in amount due seller:</b>	9,191,399.85	
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement to/from seller:</b>		
301. Gross amount due from borrower (line 120)	15,219,011.75	601. Gross amount due to seller (line 420)	15,200,000.00	
302. Less amount paid by/for the borrower (line 220)	(2,007,210.29)	602. Less total reductions in amount due seller (line 520)	(9,191,399.85)	
303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower:	13,211,801.46	603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller:	6,008,600.15	

**Substitute Form 1099 Seller Statement:** The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**Seller Instructions:** To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

L. Settlement charges			
		Borrower POC Seller POC	Paid from Borrower's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$14,500,000.00 @ 5.0000% = 725,000.00		
701. 362,500.00	2.5000 % to Douglas Elliman-Jackson Kedell		
702. 362,500.00	2.5000 % to Insignia Properties International-Stephanie Andron		
703. Commission paid at settlement			725,000.00
704. Credit to Buyer	to Insignia Properties International-Stephanie Andron		-10,000.00
800. Items payable in connection with loan:		Borrower POC Seller POC	
801. Loan origination fee	% to		
802. Loan discount	% to		
803. Appraisal fee	to		
804. Credit report	to		
805. Lender's inspection fee	to		
806. Mortgage insurance application fee	to		
807. Assumption Fee	to		
808.	to		
809.	to		
810.	to		
811.	to		
900. Items required by lender to be paid in advance:		Borrower POC Seller POC	
901. Interest from	to @ /day		
902. Mortgage insurance premium for	months to		
903. Hazard insurance premium for	years to		
904. Flood insurance premium for	years to		
905.	years to		
1000. Reserves deposited with lender:		Borrower POC Seller POC	
1001. Hazard insurance	months @ per month		
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. Annual assessments	months @ per month		
1006. Flood insurance	months @ per month		
1007.	months @ per month		
1008.	months @ per month		
1009. Aggregate accounting adjustment			
1100. Title charges:		Borrower POC Seller POC	
1101. Settlement or closing fee	to Pineiro Byrd PLLC	1,200.00	
1102. Abstract or title search	to Pineiro Byrd PLLC		100.00
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Pineiro Byrd PLLC		950.00
1106. Notary fees	to		
1107. Attorney's Fees	to		
(includes above item numbers: )			
1108. Title Insurance	to Old Republic National Title Insurance Company/Pineiro Byrd	27,780.00	
(includes above item numbers: )			
1109. Lender's coverage (Premium):			
1110. Owner's coverage (Premium): \$14,500,000.00 (\$27,780.00)			
1111. Endorse:			
1112.	to		
1113. Municipal Lien Search	to Pineiro Byrd PLLC	223.00	
1200. Government recording and transfer charges:			
1201. Recording fees Deed	\$31.75 Mortgage(s) Releases	31.75	
1202. City/county tax/stamps Deed	Mortgage(s)		
1203. State tax/stamps Deed	\$87,000.00 Mortgage(s)	87,000.00	
1204.	to		
1205.	to		
1300. Additional settlement charges:		Borrower POC Seller POC	
1301. Survey	to		
1302. Pest Inspection	to		
1303. Final Water® Update B4 Closing	to City of Miami Beach	391.75	
1304. Attorney Fee	to Meister Seelig & Fein PLLC	10,000.00	
1305.	to		
1306.	to		
1307.	to		
1308.	to		
1309.			
1400. Total settlement charges:			
( Enter on lines 103, Section J and 502, Section K )		19,011.75	823,664.75

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
Mitchell Schuster, Trustee Seller

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Pineiro Byrd PLLC

By: \_\_\_\_\_

As Its Authorized Representative

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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Prepared by and return to:

Alison R. Percy, Esq.  
Pineiro Byrd PLLC  
4600 Military Trail, Suite 212  
Jupiter, FL 33458  
561-799-9280  
File Number: 24-5-6443

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 5th day of June, 2024 between Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023., whose post office address is 125 Park Avenue, 7th Floor, New York, NY 10017, grantor, and Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship whose post office address is 247 E. Rivo Alto Drive, Miami Beach, FL 33139, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lot 4 in Block 3 and an eight foot strip adjacent on Bay, of RIVO ALTO, according to the Plat thereof, recorded in Plat Book 7, Page 74, Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 02-3233-001-0390

Grantor warrants that at the time of this conveyance, Grantor has no beneficial interest in the 247 Rivo Land Trust, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Rosalind Trines  
Witness Address: 2523 31st Ave. Apt B11  
Astoria, NY 11106

Witness Name: Cecilia Ramirez  
Witness Address: 150 Tom Ave.  
NY, NY 10011

State of New York  
County of New York

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of June, 2024 by Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal] **VERONICA BOCHENEK**  
Notary Public, State of New York  
Registration No. 02BO6423942  
Qualified in New York County  
Commission Expires October 25, 2025

The 247 Rivo Land Trust dated January 10, 2023

Mitchell Schuster As Trustee  
Mitchell Schuster, as Trustee of the 247 Rivo Land Trust  
dated January 10, 2023

Notary Public

Printed Name:

My Commission Expires:

Veronica Bochenek

10/25/2025

## **Closing Affidavit (Seller)**

**Before me**, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) to seller's (defined herein) actual knowledge:

1. **Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023 ("Seller")**, is the owner of and is selling the following described property to **Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship ("Buyer")**, to wit:

**Lot 4 in Block 3 and an eight foot strip adjacent on Bay, of RIVO ALTO, according to the Plat thereof,  
recorded in Plat Book 7, Page 74, Public Records of Miami-Dade County, Florida.**

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2024, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Miami-Dade County, Florida** subsequent to **April 29, 2024**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Pineiro Byrd PLLC** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Seller has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- Seller's U.S. Taxpayer Identification Number is [REDACTED] 8246
- Seller's address is: c/o: Meister Seelig & Fein 125 Park Avenue 7th Floor New York, NY 10017
- No other persons or entities have an ownership interest in the above described property except as to beneficiaries of the seller trust.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit as trustee of the trust only and not individually, is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Pineiro Byrd PLLC and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Pineiro Byrd PLLC and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

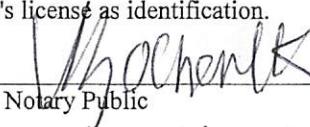
The 247 Rivo Land Trust dated January 10, 2023

  
Mitchell Schuster, Trustee

State of New York  
County of New York

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, this 4th day of June, 2024 by Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]  
VERONICA BOCHENEK  
Notary Public, State of New York  
Registration No. 02BO6423942  
Qualified in New York County  
Commission Expires October 25, 2025

  
Notary Public

Printed Name: Veronica Bochenek

My Commission Expires: 10/25/2025

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number Pineiro Byrd PLLC 4600 Military Trail # 212 Jupiter, FL 33458- (561) 799-9280		1 Date of closing  06/05/2024	OMB No. 1545-0997  Form <b>1099-S</b> (Rev. January 2022)	<b>Proceeds From Real Estate Transactions</b>
		2 Gross proceeds  \$ 14,500,000.00	For calendar year  <b>2024</b>	
FILER'S TIN  [REDACTED] 7792	TRANSFEROR'S TIN  [REDACTED] 8246	3 Address (including city, state, and ZIP code) or legal description  247 E. Rivo Alto Drive Miami Beach, FL 33139		<b>Copy B For Transferor</b>
TRANSFEROR'S name  Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated J		4 Transferor received or will receive property or services as part of the consideration (if checked) . . .		<input type="checkbox"/>
Street address (including apt. no.)  125 Park Ave 7th Floor		5 If checked, transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) . . . . .		<input type="checkbox"/>
City or town, state or province, country, and ZIP or foreign postal code  New York, NY 10017		6 Buyer's part of real estate tax  \$		<input type="checkbox"/>
Account number (see instructions)  [REDACTED] 6443				

## **Instructions for Transferor**

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number (TIN).** For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.  
**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

**Box 3.** Shows the address or legal description of the property transferred.  
**Box 4.** If checked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040). For more information, see Pub. 523, Pub. 525, and Pub. 530.

**Future developments.** For the latest developments related to Form 1099-S and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form1099S](http://www.irs.gov/Form1099S).

**Free File Program.** Go to [www.irs.gov/FreeFile](http://www.irs.gov/FreeFile) to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

YOU ARE REQUIRED BY LAW to provide your correct taxpayer name and identification number for the transaction described above to Pineiro Byrd PLLC.

If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

UNDER PENALTIES OF PERJURY, I certify that the number shown on this statement is my correct taxpayer identification number. I acknowledge that I have received a copy of this statement.

Mitchell Schuster As Trustee  
Seller

Seller

Seller

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Seller

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**Seller**

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## Closing Statement Addendum

Seller: Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023  
Buyer: Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship  
Property: 247 E. Rivo Alto Drive, Miami Beach, FL 33139  
Closing Agent: Pineiro Byrd PLLC  
Closing Date: June 5, 2024  
File Number: [REDACTED] 6443

**TAX RE-PRORATION AGREEMENT:** If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

**AGREEMENT TO COOPERATE:** If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

**MISCELLANEOUS:** Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

**DISBURSEMENT AUTHORIZATION, ETC.:** Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Seller:

The 247 Rivo Land Trust dated January 10, 2023

  
Mitchell Schuster, Trustee

## Attachment to Mortgage Payoff

Borrower: Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023  
Property: 247 E. Rivo Alto Drive, Miami Beach, FL 33139  
Lot 4 in Block 3 and an eight foot strip adjacent on Bay, of RIVO ALTO, according to the Plat thereof, recorded in Plat Book 7, Page 74, Public Records of Miami-Dade County, Florida.  
Lender: Chase  
Loan Number: [REDACTED] 4500

With respect to the full satisfaction of the mortgage on the above referenced property, you are hereby requested, authorized and directed as follows:

**REFUNDS:** All refunds should be remitted to the Borrowers at the following address:

Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023  
3 Quinby Ridge Road, Armonk, NY 10504

**DOCUMENTS:** Please forward the satisfaction of mortgage and other documents to:

Pineiro Byrd PLLC  
4600 Military Trail, Suite 212  
Jupiter, Florida 33458  
File No. 24-5-6443

**EQUITY LOAN ACCOUNT (IF APPLICABLE):** The subject loan is being satisfied in full. Accordingly, if this is an equity loan, then no future advances will be made (or new checks written) with respect to this loan account and you are requested to place a "freeze" on said account and close same. This will confirm that no checks or loan advance requests are pending or outstanding. All transactions with respect to this account have cleared your institution. This will confirm that any and all blank checks have been destroyed. There are no remaining blank checks with respect to this account.

**ESCROW:** Lender is authorized to deduct any necessary funds from the escrow account to satisfy the mortgage.

**INDEMNIFICATION:** These statements and certifications are being made to Lender, Closing Agent and Title Underwriter with the knowledge that said entities are relying on the matters set forth herein. The undersigned hereby holds Lender, Closing Agent and Title Underwriter harmless and indemnifies same with respect to the matters set forth herein.

The 247 Rivo Land Trust dated January 10, 2023

 Date 6/4/24  
Mitchell Schuster, Trustee

## Bill of Sale

This Bill of Sale, made on June 5, 2024, between Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023 ("Seller"), and Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship ("Buyer").

**Witnesseth**, that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

As per the "AS-IS" Residential Contract for Sale and Purchase between the parties, with an Effective Date of May 4, 2024: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware

See Contract Addendum #1 for additional items included in the sale.

Said property being located at:

Lot 4 in Block 3 and an eight foot strip adjacent on Bay, of RIVO ALTO, according to the Plat thereof, recorded in Plat Book 7, Page 74, Public Records of Miami-Dade County, Florida.

Also known as 247 E. Rivo Alto Drive, Miami Beach, FL 33139

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

The 247 Rivo Land Trust dated January 10, 2023

  
Mitchell Schuster, Trustee

State of New York  
County of New York

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4 day of June, 2024 by Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

VERONICA BOCHENEK  
Notary Public, State of New York  
Registration No. 02BO6423942  
Qualified in New York County  
Commission Expires October 25, 2025

  
Notary Public

Printed Name: Veronica Buchenek

My Commission Expires: 10/25/2025

**Pineiro Byrd PLLC**  
**4600 Military Trail, Suite 212**  
**Jupiter, FL 33458**  
**561-799-9280**

## **Disbursement Instructions**

**(Seller)**

Seller: Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023  
Buyer: Paul Casey, a single man, and Viktorija Fuller, a single woman, as joint tenants with rights of survivorship  
Property: 247 E. Rivo Alto Drive, Miami Beach, FL 33139  
Closing Date: June 5, 2024  
File Number: [REDACTED] 6443

Pineiro Byrd PLLC (Closing Agent) is hereby authorized to disburse the Seller's net proceeds as follows:

Seller has been made aware and fully acknowledges the inherent risks associated with the electronic transfer and/or wiring of funds ("wire transfer"). Seller has provided Closing Agent with wiring instructions and has authorized and requested proceeds to be wired to Citizens Private Bank per the attached wiring instructions or as detailed herein.

Seller hereby indemnifies and agrees to hold harmless Pineiro Byrd PLLC, Old Republic National Title Insurance Co., Commonwealth Land Title Insurance Company and Attorney's Title Insurance Fund, Inc. and each of their respective agents, representatives, employees, successors, and assigns, from any manner of action and actions, cause and causes of action, suits, damages, judgments, claims and/or demands of any kind whatsoever, arising from any fraudulent activity of any kind by any third or unknown party and resulting in the loss of all or some of Seller's funds should said wire transfer be intercepted, modified, or changed in any way by a third party.

Bank Name: Citizens Private Bank

Bank Address: One Citizens Plaza, Providence, RI 02903

Bank Wire ABA number.: [REDACTED] 3103 (VERIFY THIS WITH YOUR BANK-  
DO NOT TAKE THE NUMBERS FROM A CHECK OR DEPOSIT SLIP AND ASSUME IT IS CORRECT)

Account holder's name: 247 Rivo Land Trust UTD 01/10/2023 Mitchell Schuster, Trustee

Account number: [REDACTED] 8407

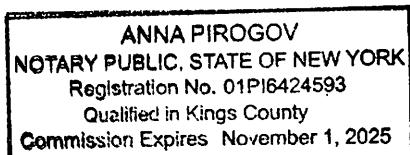
Account holder's address: 125 Park Avenue, 7th Floor, New York, NY 10017

*Mitchell Schuster* *As Trustee*  
The 247 Rivo Land Trust dated January 10, 2023  
Mitchell Schuster, Trustee

State of New York  
County of New York

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this  
4 day of June, 2024 by Mitchell Schuster, as Trustee of the 247 Rivo Land Trust dated January 10, 2023, who [ ] is  
personally known or [X] has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

My Commission Expires:

Anna Pirogov

11/1/25



### Wiring/ACH Instructions

**Account Name:**  
247 Rivo Land Trust  
UTD 01/10/2023  
Mitchell Schuster, Trustee

**Account Type:** Private Bank Money Market

**Account Number:** [REDACTED] 8407

**Routing Number:** 021313103

**SWIFT CODE (for international use):** CTZIUS33

**Bank Address:** One Citizens Plaza, Providence, RI 02903

Wire Department: 1-877-471-1961

ACH Department: 1-800-883-4224

Bank Contact: Helene Remmel  
Preferred Banker  
1270 Avenue of the Americas Suite 1600  
New York, NY 10020  
Helene.L.Remmel@citizensbank.com  
T: 212 699 6998